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9. Condemnation: That if the premises or any part thereof be condemned under any power of eminent domain or acquired for a public use, the damages, proceeds, and the consideration for such acquisition to the extent of the full amount of indebtedness hereby secured remaining unpaid are hereby assigned to the holder of the Note, and shall be paid forthwith to said holder to be applied by it on account of the last maturing installments of such indebtedness.

10. Waste or Impairment: Grantor will not, without the prior written consent of the Beneficiary, abandon the Premises or cause or permit any building or improvement upon the Premises to be removed, demolished, or structurally altered, in whole or in part, or any fixture or articles of personal property covered by this Deed of Trust to be removed or destroyed, or cause or permit to be done any other act or thing which shall depreciate or impair the value of said property and will at all times maintain the property in a reasonably good condition.

11. Assignment of Rents: That all of the rents that may from time to time become due and payable on account of any lease or leases now existing or that may hereafter come into existence in respect to the described property are hereby assigned to the holder of said indebtedness who is hereby authorized and empowered in his discretion to collect all such rents; and all moneys so received shall be applied in the reduction of such indebtedness, after first deducting therefrom such reasonable costs and expenses, including attorneys' fees, court costs, and such other items of expense as may be incurred in and about the collection of said rents; provided, however, that this assignment of rents